

INTERGOVERNMENTAL AGREEMENT

BETWEEN

THE STATE OF ARIZONA

AND

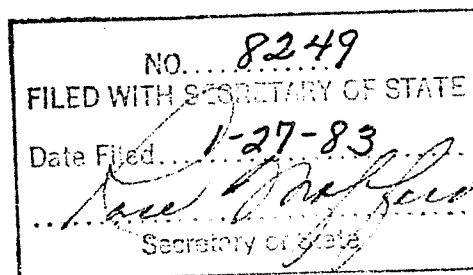
THE CITY OF TUCSON

THIS AGREEMENT, entered into pursuant to Arizona Revised Statutes, Section 11-951 through 11-954, as amended, by and between the STATE OF ARIZONA, acting by and through the ARIZONA DEPARTMENT OF TRANSPORTATION, hereinafter called "STATE", and the CITY OF TUCSON, hereinafter called "CITY",

WHEREAS, the STATE is empowered by Arizona Revised Statutes Section 28-108 to enter into this Agreement and the Director of the Arizona Department of Transportation has delegated to the undersigned his authorization to execute this Agreement on behalf of the STATE;

WHEREAS, the CITY is empowered by Arizona Revised Statutes Section 9-672 to enter into this Agreement, and acting by and through its duly elected governing body, has by that certain resolution attached hereto and incorporated herein as Exhibit "A" resolved to enter into this Agreement and has authorized the undersigned as its representative to execute the same on behalf of said CITY;

WHEREAS, for the safety and protection of the traveling public, it is necessary and desirable that certain operations and maintenance activities be provided on the State Highway System in the CITY. This work shall include, but not be limited to the operation and maintenance



of traffic signals and/or intersection lighting at the following locations:

B10 & Park Avenue	US89 NB (6th Ave.) (Cont'd.)
B10 & Ajo Way	& Alameda & Toole Streets
B10 & Irvington Road	& 6th Street
B10 & Country Club Road	& University Drive
B10 & Flowing Wells Road	& Speedway Boulevard
B10 & Fairview Avenue	& Drachman Street (flasher)
I10 & Grant Road	US89 SB (Stone Avenue)
I10 & Speedway Boulevard	& Broadway
I10 & St. Mary's Road	& Congress Street
I10 & W. 22nd Street	& Pennington Street
I10 & South 6th Avenue	& Alameda Street
I10 & Park Avenue	& Council Street
SR86 & Mission Road	& 6th & Franklin (Toole)
SR86 & 12th Avenue	& University Drive
US89 & Valencia Road	& Speedway Boulevard
US89 & Bilby Road	US 89 & Drachman Street
US89 & Drexel Road	US 89 & Lee Street (Flasher)
US89 & Irvington Road	US 89 & Grant Road
US89 & SR86 (Ajo Way)	US 89 & (Oracle Road) & B10
US89 & Veterans Boulevard	(Miracle Mile)
US89 & 44th Street	US 89 & Ft. Lowell Road
US89 & 22nd Street	US 89 & Prince Road
US89 & 18th Street	US 89 & Roger Road
US89 NB (6th Avenue)	US 89 & Limberlost Road
& Broadway	US 89 & Wetmore Road
& Congress Street	US 89 & Rillito Avenue
& Pennington Street	US 89 & River Road

NOW, THEREFORE, in consideration of the mutual covenants hereinafter to be kept by all parties, it is mutually agreed as follows:

1. The CITY shall set aside sufficient funds and be responsible for, all electrical energy costs to operate the traffic signals and/or intersection lighting.

2. The CITY shall set aside sufficient funds and be responsible for all routine maintenance, and emergency maintenance, and operations of traffic signals and lighting.

3. The CITY shall keep detailed maintenance records and they shall be made available to the STATE if requested.

4. Any new installation or any betterment shall be based on a traffic engineering study conducted, or concurred with, by the STATE; and the mutual involvements shall be negotiable.

5. The CITY shall pay for installation and monthly telephone charges for interconnect circuits when utilized.

6. While the STATE may furnish certain materials and apparatus, the CITY shall indemnify, save harmless, and defend the STATE, its officers and employees, from all suits, actions or claims of any character brought: because of any injuries or damage received or sustained by any person, persons or property on account of the operations of the CITY or in consequence of any neglect in safe-guarding the work; or because of any act or omission, neglect or misconduct of any employee of the CITY in accomplishing the work; or because of the use of State-furnished materials which may be determined by reasonable inspection upon receipt of said materials to be patently deficient and unacceptable.

7. This Agreement shall remain in force and effect until the work therein embraced has been completed in accordance with the terms of the Agreement or until earlier terminated by either the STATE or the CITY upon thirty (30) days' written notice of that intent, except, however, that the parties hereto shall retain any continuing obligations contemplated by this Agreement.

All parties are hereby put on notice that this AGREEMENT is subject to cancellation by the Governor pursuant to Arizona Revised Statutes Section 38-511.

8. It is understood that this Agreement will cancel and supersede any previous Agreements for installation, maintenance, and betterment of traffic signals and/or intersection lighting on those State Highways which traverse within the boundaries of the CITY.

9. It is understood that the list of intersections set forth in this Agreement may be added to, or have deletions made, by Letter Addendum Exhibit "C", with all other conditions set forth remaining in effect.

10. It is understood that upon the termination of this Agreement for any cause whatsoever, all properties which are the subject matter of this Agreement are declared to be property of the Arizona Department of Transportation.

11. Any disposal of properties subject to this Agreement shall be in a manner as otherwise prescribed by law concerning the disposal of public property.

12. This Agreement shall be filed with the Secretary of State and shall become effective upon such filing.

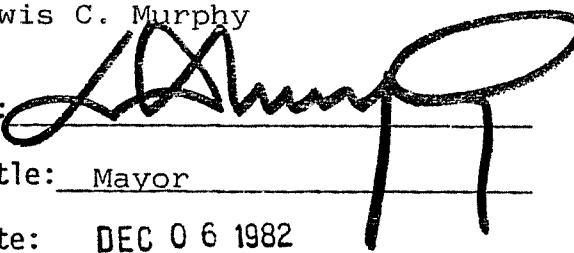
13. Attached to this Agreement and incorporated herein by reference is Exhibit "B" which is a copy of the written determination of the appropriate attorney that the CITY is authorized under the law of this State to enter into this Agreement and that it is in proper form.

STATE OF ARIZONA
ARIZONA DEPARTMENT OF TRANSPORTATION

By: 
Chief Deputy State Engineer


Date: 1-4-83

CITY OF TUCSON
Lewis C. Murphy

By: 
Title: Mayor
Date: DEC 06 1982

ATTEST:

RECEIVED BY MAYOR
AND COUNCIL
DEC 06 1982


City Clerk Donald L. DeMent
City Clerk
Date: DEC 06 1982

ADOPTED BY THE
MAYOR AND COUNCIL

DEC 06 1982

RESOLUTION NO. 12088

RELATING TO STREETS AND HIGHWAYS; APPROVING AND AUTHORIZING
EXECUTION OF AN INTERGOVERNMENTAL AGREEMENT WITH THE STATE
OF ARIZONA FOR INSTALLATION AND MAINTENANCE OF TRAFFIC
SIGNALS AND STREET LIGHTS ON STATE ROUTES THROUGH THE CITY
OF TUCSON.

BE IT RESOLVED THE BY MAYOR AND COUNCIL OF THE CITY OF
TUCSON, ARIZONA, AS FOLLOWS:

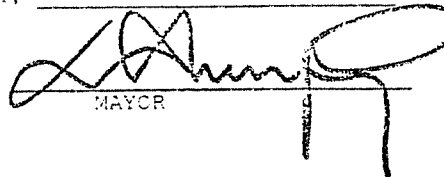
SECTION 1. The Intergovernmental Agreement between the
State of Arizona, Department of Transportation, and the City
of Tucson relating to installation and maintenance of traffic
signals and lights on State roadways throughout the City, a
copy of which agreement is attached hereto as Exhibit A, is
hereby approved.

SECTION 2. The Mayor is authorized and directed to sign
for and on behalf of the City of Tucson the aforementioned
agreement and such counterparts as may be necessary or desir-
able, and the City Clerk is authorized and directed to attest
the same.

SECTION 3. The various City officers and employees are
authorized and directed to perform all acts necessary or
desirable to give effect to this resolution.

SECTION 4. WHEREAS it is necessary for the preservation
of the peace, health and safety of the City of Tucson that
this resolution become immediately effective, an emergency is
hereby declared to exist, and this resolution shall be effec-
tive immediately upon its passage and adoption.

PASSED, ADOPTED AND APPROVED by the Mayor and Council
of the City of Tucson, Arizona, 12088 1982


MAYOR

ATTEST:


CITY CLERK

APPROVED AS TO FORM:


CITY ATTORNEY

REVIEWED BY:


CITY MANAGER

LES/mg
11/30/82

Pursuant to A.R.S. §11-952D, the undersigned Assistant City Attorney has determined that the foregoing Intergovernmental Agreement is in proper form and is within the powers and authority of the City of Tucson as granted under the laws of this State.

DATED this 30th day of November, 1982.

Louise B. Stratton
Louise B. Stratton
Assistant City Attorney

EXHIBIT "C" TO EX. A TO RESOLUTION NO. 12088
LETTER ADDENDUM

In accordance with paragraph 9 of the Agreement (A.G. No. 83-029, Secretary of State No. 8249, dated January 27, 1983) for the operation and maintenance of traffic signals and/or highway lighting between the STATE OF ARIZONA and the CITY OF TUCSON consummated on January 27, 1983, it is agreed by both parties that the following intersection be added to the existing list of intersections to be operated and maintained as set forth in said Agreement.

I-10 and Congress Street

STATE OF ARIZONA
ARIZONA DEPARTMENT OF TRANSPORTATION

By: [Signature]
Chief Deputy State Engineer

CITY OF TUCSON

By: [Signature]
Title: Transportation Director

ATTEST:

[Signature]
City Clerk
Date Signed: SEP 28 1983

APPROVED AS TO FORM:

[Signature]
Assistant City Attorney

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I-10 and Congress Street

STATE OF ARIZONA
ARIZONA DEPARTMENT OF TRANSPORTATION

By: [Signature]
Chief Deputy State Engineer

CITY OF TUCSON

By: [Signature]
Title: Transportation Director

ATTEST:

APPROVED AS TO FORM:

[Signature]
Assistant City Attorney

[Signature]
City Clerk

Date Signed: SEP 28 1983

EXHIBIT "C"

LETTER ADDENDUM

A.G. Contract # KC 91-2088

In accordance with paragraph 9 of the Agreement, AG #83-029, Secretary of State #8249 dated January 27, 1983, for the operation and maintenance of traffic signals and/or highway lighting between the STATE OF ARIZONA and THE CITY OF TUCSON, it is agreed by both parties that the following locations be added to the existing list of intersections to be operated and maintained as set forth in said Agreement:

I-19 & Valencia Rd. and I-19 & Irvington Rd.
CITY OF TUCSON

STATE OF ARIZONA
ARIZONA DEPARTMENT OF TRANSPORTATION

BY:

Ronald D. Mottiff
State Traffic Engineer

DATE:

8-23-91

CITY OF TUCSON

BY:

Thomas J. Wilson

DATE:

6-28-91

TITLE:

City Manager

ATTEST:

Kathleen S. Dietrich
City Clerk



NO. <u>8249</u>
FILED WITH SECRETARY OF STATE
Date Filed <u>10/07/91</u>
<u>Richard Mahoney</u> Secretary of State
By <u>King Greenwood</u>

EXHIBIT "C"
LETTER ADDENDUM

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US 89 and Glenn Street

STATE OF ARIZONA
ARIZONA DEPARTMENT OF TRANSPORTATION

By: 


Chief Deputy State Engineer

CITY OF TUCSON

By: 

Title: Director of Transportation

ATTEST:

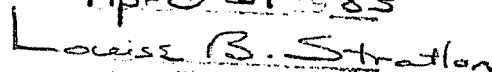

Donald L. De Ment

City Clerk

Date Signed: 4/25/83

Approved as to form

April 21 1983


Louise B. Stratton
City Attorney